IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 3389 OF 2006

AND

NOTICE OF MOTION NO. 3390 OF 2006

AND

NOTICE OF MOTION NO. 3391 OF 2006

AND

NOTICE OF MOTION NO. 3392 OF 2006

NOTICE OF MOTION NO. 3389 OF 2006

IN

APPEAL (LODGING) NO.728 OF 2006

The Sangli Bank Ltd. ...Appellants

Versus

M/s. Choudhary Trading Co. & Ors. ...Respondents

NOTICE OF MOTION NO. 3390 OF 2006

IN

APPEAL (LODGING) NO. 729 OF 2006

The Sangli Bank Ltd. ... Appellants

Versus

M/s.Choudhari & Company & Ors. ... Respondents

NOTICE OF MOTION NO. 3391 OF 2006

in

APPEAL (LODGING) NO. 726 OF 2006

The Sangli Bank Ltd. ... Appellants

Versus

M/s. Choudhari Cotton Textile Mills

& Ors. ... Respondents

NOTICE OF MOTION NO. 3392 OF 2006

in

APPEAL (LODGING) NO. 727 OF 2006

The Sangli Bank Ltd. ... Appellants

Versus

M/s. Navbharat Cotton Textile Fabrics

& Ors. ... Respondents

Mr. K.P.Jain i/b. Mehta & Girdharlal for appellants (in all matters)

None for Respondents.

CORAM: D.K.DESHMUKH &

J.H.BHATIA,JJ.

DATE : 23rd July, 2007.

P.C.

1. Heard learned Counsel for the appellants.

2. Assuming that sufficient cause has been shown for condonation of delay in filing the appeal, we see no reason to entertain the Appeal. The suit of the plaintiff has been decreed by the learned Single Judge in terms of prayer clause (a) with interest at the rate of 20% till the date of filing of the suit. Admittedly, this is the contractual rate of interest. So far as the period from the date of filing of the suit till the date of realisation is concerned, the Court has granted interest at the rate of 6%. Under Section 34, at what rate interest should be awarded when the litigation is pending, is in the discretion of the Court and in exercise of that discretion, the Court has awarded interest at 6%. We find no illegality in the same.

3. The Notice of Motion and the Appeal are, therefore, disposed of.

(D.K.DESHMUKH,J.)

(J.H.BHATIA,J.)